



**DeKalb County
Department of Purchasing and Contracting**



REQUEST FOR PROPOSAL

RFP NO. 16-500391

ENGINEERING SERVICES

for

DEPARTMENT OF WATERSHED MANAGEMENT

Proposal Due Date and Time:	April 21, 2016 at 3:00 p.m.
Location:	Department of Purchasing and Contracting 1300 Commerce Drive, 2 nd Floor Decatur, GA 30030
Pre-Proposal Conference:	April 7, 2016 at 10:00 a.m.
Location:	Clark Harrison Building, Room A 330 W. Ponce de Leon Ave Decatur, GA 30030
Procurement Agent:	Linda Walton
Phone:	404-371-7021
Email:	lwalton@dekalbcountyga.gov

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

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DeKalb County
Department of Purchasing and Contracting

Metropolitan Administration Building, 1800 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

March 24, 2016

REQUEST FOR PROPOSAL

RFP No. 16-500391

FOR

ENGINEERING SERVICES

REQUEST FOR PROPOSAL OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting proposals from interested firms to provide on-call professional Engineering Services. The anticipated work includes general engineering studies, design, land surveying, construction administration and related services for water and sewer projects in the County's \$1.345 billion Capital Improvement Plan (CIP). This Request for Proposal (RFP) outlines the requirements to be considered for selection to perform design work on the County CIP projects, on an as-needed basis. No minimum or maximum amount or type of work is guaranteed under these contracts. Work will be requested and procured "as-needed" under these contracts via written Work Authorizations (WA). Each Work Authorization will specify the "not to exceed amount" and the type of service needed and the time to complete each task. The County requests qualified individuals and firms with experience in Engineering Services to submit proposals for the Department of Watershed Management's annual contract for Engineering Services. The services requested under this RFP are contingent upon continuous available funding.

B. GENERAL INFORMATION:

1. PROPOSAL TIMETABLE:

The anticipated schedule for the RFP process is as follows:

Date Issued..... **March 24, 2016**
Pre-Proposal Conference will be held..... **April 7, 2016, 10:00 A.M.**
Deadline for submission of Questions..... **April 14, 2016, 4:00 P.M.**
Proposal Submittal Deadline..... **April 21, 2016, 3:00 P.M.**
Responder Anticipated Interviews..... **April 28-29, 2016**
Proposals must be valid until..... **August 19, 2016**

Sealed proposals are to be addressed and delivered (not later than 3:00 P.M., APRIL 21, 2016) to:

DeKalb County Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

Responders must submit **one sealed original package** (inclusive of one separate and sealed cost proposal) marked “Original” and **seven (7) sealed duplicate identical copies** (inclusive of one separate and sealed cost proposal) marked ‘Copy’ to the address listed above.

2. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal conference will be held at The Clark Harrison Building, Conference Room A, 330 West Ponce de Leon Avenue, Decatur, GA 30030 on Thursday, April 7, 2016 at 10:00 a.m . Interested proposers are encouraged to attend and participate in the Pre-Proposal Conference. For information regarding the pre-proposal conference, please contact the Contact Person stated herein.

3. CONTACT PERSON:

The contact person for the RFP is **Linda Walton, Procurement Agent**. Explanations desired by responders regarding the meaning or interpretation of the RFP must be requested from only the contact person via telephone at **(404) 371-7021** or via email at lwalton@dekalbcountyga.gov. Responders are not allowed to contact any person orally or written to any staff of the Department of Watershed Management, other DeKalb County staff or officials.

4. QUESTIONS:

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative. Questions must be submitted in writing only via email to lwalton@dekalbcountyga.gov. no later than **4:00 PM on Thursday, April 14, 2016**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

5. ADDITIONAL INFORMATION/ADDENDA:

DeKalb County Government will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal submission date. Responders should not rely on any representations, statements or explanations other than those made in the RFP or in any addendum to the RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Responders may contact the above listed contact person to verify the number of addenda prior to submission.

I. INTRODUCTION

The County desires to enter into a Professional Services Agreement(s) with the successful Proposer(s) (herein sometimes referred to as the Consultant) to provide Engineering Services as required by the DWM to achieve the County's priority objectives. The Engineering Services (the scopes of which are included within Section II: Statement of Work) of the projects identified in the CIP program will be managed by the CIP Program Manager. The County plans to engage the successful Proposer(s) to provide the appropriate technical, professional, and administrative staff, equipment, and systems to fully comply with CIP Program requirements.

Teaming with other Consultants and having sub-consultants is permitted as part of the proposal. The "Team" and the role of each member must be clearly identified in the proposal. Local Small Business Enterprise (LSBE) requirements are covered under a separate section and every proposal must meet those requirements. No compensation will be provided by the County for preparing the proposal. Each Proposer shall submit a plan for accomplishing these objectives in the Technical Approach section of its Technical Proposal.

A. Background

The Department of Watershed Management (DWM) is the primary provider of water and wastewater services in DeKalb County, Georgia. DWM serves a population of almost 700,000 residents, making it among the largest water/wastewater utilities in the State of Georgia and the southeastern region of the United States.

DWM developed a five-year, \$1.345 billion CIP plan to purchase, construct, enhance and/or replace the County's physical water and sewer assets and infrastructure, and to assure continued and future reliable service delivery to its customers. The County's Chief Executive Officer (CEO) and Board of Commissioners (BOC) approved the plan and authorized water/sewer rate adjustments to assist in financing the CIP. The plan includes 83 line items, and will require more than an estimated 250 individual contracts for design, construction, and construction management services. The original plan projected duration of the CIP from January 2010 through December 2014, however, January 2012 was the effective start date of the CIP program.

The line items involve projects in the following primary categories:

Annual and Other Contracts	\$ 264,999,553
Wastewater Collection System	\$ 370,169,146
Wastewater Treatment Plants	\$ 388,569,172
Water Distribution System	\$ 239,454,478
Water Treatment Plant	\$ 82,133,009
 Grand Total CIP	 \$1,345,325,358

On December 20, 2011, the County reached a Clean Water Act settlement with the United States Environmental Protection Agency (EPA) and the Georgia Environmental Protection

Division (EPD) in the form of a Consent Decree (CD). The CD requires the County to develop and implement effective capacity, management, operations, and maintenance (CMOM) programs for its wastewater collection system, including a continuing sewer assessment and rehabilitation program. All CD requirements must be completed within 8.5 years of the date of entry. Capital projects related to the CD are included in the CIP and amount to approximately \$286 million.

To assist with the required management and execution of the CD and CIP projects referenced above, DWM has entered into Professional Services Agreements with multiple Consultants (herein sometimes referred to as the CIP PMs) to provide CIP Program Management Services, as required by the DWM. The CIP PMs will provide the appropriate technical, professional, and administrative staff, equipment, and services to fully comply with CD and CIP Program Management requirements. The Engineering Services, outlined in this RFP, are outside the scope of the CIP Program Management services. However, the current CIP PMs will be responsible for program management of all CD and CIP projects from inception through completion.

B. Objectives

The County has several priority objectives within the implementation of the CIP and CD activities. They are as follows:

- Successfully complete the current Capital Improvement Projects Program, as defined herein, and as within schedule; and at the least life-cycle cost to its rate-payers to assure continued and future reliable service delivery.
- Successfully complete the Consent Decree Program, as defined herein, as full schedule compliance with all CD deadlines and requirements of the CD, all toward elimination of all preventable sewer spills and compliance with the existing Clean Water Act and all amendments.
- Through the One DeKalb Works program, optimize opportunities for Local Small Business Enterprise (LSBE) participation within the CD and CIP, and assure opportunity for DeKalb County residents to secure employment within the CD and CIP contracts.

C. Notice to Proposers - Potential Conflicts of Interest

1. All Proposer member firms, their sub-contractors, and their employees are advised to avoid conflicts of interest and potential conflicts of interest. Full and prompt disclosure of involvement in any projects or services to other clients that may be in conflict with the financing, construction, operation, and management of the County's water and wastewater systems shall be made to the County in the technical response of the entity's proposal and in

advance of assignment, so that real or potential conflicts of interest can be identified and avoided.

2. The Proposer selected for the award of this RFP, including any joint venture partners, parent or subsidiary companies, or affiliates under common control will be excluded from other work with DWM for the duration of their contract. Subcontractors to the prime/joint venture Consultant will not be restricted from other work with DWM, but shall avoid any conflict of interest.
3. Any Proposer to this RFP who currently maintains a role in a project that will be managed by the Successful Proposer is required to fully explain in its proposal how separation of responsibilities regarding these projects will occur. Such explanation does **NOT** guarantee that a conflict of interest will be adequately addressed to the satisfaction of the County. The County reserves the right to identify any area where conflict of interest may require limitation of potential respondents.

D. Required Document Checklist

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	E
Subcontractor Reference and Release Form (make additional copies as needed)	F
LSBE Documents – Exhibits A and B	G
Responder Affidavit	I
First Source Jobs Ordinance Acknowledgement Form	J
Preferred Employee Tracking Form	K
Exceptions to the Standard County Contract, if any	

E. County's Intent to Award

The County reserves the right to make up to four (4) awards for Engineering Services. A responsive and responsible Proposer may **only** be awarded one contract.

F. Term of Agreement

The services called for in this RFP shall begin 10 days upon receipt of written notice to proceed and shall be performed for a term of three (3) calendar years. The contract may be renewed annually for an additional period of up to but not exceeding three (3) calendar years upon the same terms and

conditions stated in the contract. Any additional time that may be required must be approved in writing by the County. No additional remuneration will be allowed for an extension of time.

II. STATEMENT OF WORK

The Consultant shall provide Professional Engineering Services, to include Engineering and Construction Administration Services, as requested by the County to, but not limited to performing, assessment, improvement, repair, extend and modify the County Sanitary Sewer collection and transmission pipeline (force mains and gravity pipeline) systems, potable water transmission and distribution pipeline systems, sanitary sewer lift station facilities and potable water booster pump station facilities, and other components of the water distribution and sanitary sewer collection systems improvements, Scott Candler Advanced Water Treatment Facility, Snapfinger Creek Advanced Wastewater Treatment Facility, Pole Bridge Creek Advanced Wastewater Treatment Facility, and various associated structures. A detailed scope for each of the projects will be provided by DWM. The number of projects per contract and/or their scopes may be changed by DWM should those changes be in the best interest of the County.

The Consultant shall be responsible for the design of all facilities in accordance with the DeKalb County DWM “Potable Water Main, Gravity Sanitary Sewer, and Sanitary Sewer and Force Main Design Standard”, Georgia Environmental Protection Division’s Minimum Standards for Public Water Systems, and all other local, State, and Federal requirements of Governmental Authority. The Consultant shall prepare all construction plans and specifications required to obtain all permits and governmental approvals to ensure that each project is timely built to the developed and DWM approved construction specifications.

The DeKalb County Department of Watershed Management “Potable Water Main, Gravity Sanitary Sewer, and Sanitary Sewer and Force Main Design Standard” can be purchased for the amount of \$25.00 by contacting Marla Herbert, DeKalb County Department of Watershed Management, 1580 Roadhaven Drive, Stone Mountain, GA 30083, telephone number (770) 414-2383.

The Scope of Work shall include the following major phases of the work with specific items and conditions:

1. Study and Report Phase
2. Design Development Phase
3. Final Design Phase
4. Bidding and Negotiating Phase
5. Contract Documents and Construction Phase
6. Post-Construction, Start-up and System Performance Guarantee Phase
7. Additional Services Requiring County’s Written Authorization
8. Additional Services Not Requiring County’s Written Authorization
9. Conflict of Opinion of Construction Manager

The Consultant shall within 15 days of the Notice to Proceed provide the County with a project work plan including a detailed preliminary schedule using Microsoft Project Version X, Primavera

P6, or equivalent, indicating the duration of each major phase of study, design and construction procurement for a specific package of work. At a minimum, the schedule shall indicate all major phase activities, start and finish dates, key milestones (i.e. design review stages), and completion dates. The Consultant shall provide monthly schedule updates of all phase activities to the County. An updated schedule shall be submitted with all pay applications in order to be processed.

1. Study and Report Phase

a. Engineer Shall:

- i. Meet with County staff for the project kick-off and review the project work plan and schedule.
- ii. Consult with County to define and clarify County's requirements for the Project and obtain available data.
- iii. Advise County of any need to provide data or services which are not part of Engineer's Basic Services.
- iv. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
- v. Identify and evaluate alternate solutions available to County and, after consultation with County, recommend to County those solutions which in Engineer's judgment meet County's requirements for the Project.
- vi. Prepare a design development report (the "Report") which shall, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed upon requirements, considerations involved, and those alternate solutions available to County which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Subconsultants; and, on the basis of information furnished by County, a summary of allowances for other items and services included within the definition of Total Project Costs.
- vii. Report shall include an executive summary, showing the nature and types of technical evaluations conducted for the project, as well as the recommendation and requirements for subsequent phases of the project.
- viii. Perform and/or provide additional Study and Report Phase tasks or deliverables that are required.
- ix. Furnish review copies of the Report and any other deliverables to County within a number of calendar days to be determined by the County of the Effective Date and review it with County. Within a number of calendar days of receipt as determined by the County. County shall submit to Engineer any comments regarding the Report and any other deliverables.

- x. Revise the Report and any other deliverables in response to County's comments, as appropriate, and furnish copies of the revised Report and any other deliverables to the County within a number of calendar days to be determined by the County, after receipt of County's comments.
 - xi. Host and/or attend progress meetings with County, CD and/or CIP PMs and other affected interests, and prepare agendas, sign-in sheets, and meeting minutes as necessary.
 - xii. Prepare materials or present study/report materials and findings.
- b. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to County.

2. Design Development Phase

- a. After acceptance by County of the Report and any other deliverables, selection by County of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by County, and upon written authorization from County, Engineer shall:
 - i. Prepare Preliminary Design Phase documents consisting of final design criteria, 30 %, 60 %, and 90 % preliminary drawings, outline specifications, and written descriptions of the Project. Basis for Preliminary Design Phase could originate from the Engineer's own services or from studies, reports, or other documents provided to the Engineer by the County or the County's representative.
 - ii. Provide necessary field surveys. The Consultant shall also perform surveys as requested by the County in support of the improvement design of the County's sanitary sewer gravity lines and force mains, potable water transmission and distribution mains, and all water and sewer treatment facilities under this contract and as otherwise required for the operation of these systems. These surveys may include cadastral surveys, topographical surveys, engineering surveys, hydrographic surveys, boundary surveys, as-built surveys, surveys for definition of easement areas – both existing and proposed, and construction surveys for line and grade of proposed pipe lines and structures. Additional services provided may include, but are not limited to, professional opinions, filing survey documents with the appropriate departments/agencies. Survey services shall be offered with billing rates to address conventional services as well as survey grade versus mapping grade GPS services.
 - iii. When determined and approved by the County, provide necessary Subsurface Utility Engineering (SUE) Services. The Consultant shall engage a SUE Consultant to perform the work to Quality Level "A," Utility Locating. The

SUE Consultant shall perform engineering services and related tasks which will result in obtaining applicable underground utility information and data required under this service category. Investigations to be performed throughout DeKalb County on an as needed and as requested basis. The Consultant shall provide subsurface utility designating and reporting, all engineering services in identifying and evaluating features and properties of unknown underground utilities and other subsurface facilities, engineering report of findings, subsurface utility location coordination and reporting, all engineering services in determining horizontal and vertical alignments of underground utilities and provide engineering report of findings. These services should also conform to standards and guidelines as described in ASCE Subsurface Utility Engineering publications. A more exhaustive SUE Scope of Services to be implemented has been included in Attachment D.

- iv. Advise the County if additional reports, data, information, or services that are necessary and assist County in obtaining such reports, data, information, or services. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist County in collating the various cost categories which comprise Total Project Costs.
- v. Perform or provide additional Preliminary Design Phase tasks or deliverables as required including drafting of permitting, land acquisition, and easement applications.
- vi. Provide preliminary design calculations for each design submittal and construction package of the project. Preliminary calculations will be recorded neatly, kept in an orderly fashion for easy review and suitable for a permanent record of the design work. Significant assumptions, calculations and conclusions will be highlighted. All routine calculations and assumptions or other features that have a significant effect on the construction time and costs will be provided. Calculations will include, but not be limited to: Civil, Architectural, Structural, Mechanical, HVAC, Plumbing, Instrumentation & Controls, and Electrical.
- vii. Provide an original bound copy and two (2) duplicate copies of design calculations within ten (10) calendar days of The County's request for such calculations, but in any case, no later than the submittal dates outlined in the Contract. Design calculations will be updated as appropriate for consistency with any subsequent design changes or modifications throughout the design phase.
- viii. Furnish review copies of the Preliminary Design Phase documents and any other deliverables to County within a number of calendar days to be determined by the County from authorization to proceed for this phase and

review them with County. County shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

- ix. Revise the Preliminary Design Phase documents and any other deliverables in response to County's comments, as appropriate, and furnish to County copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within a number of calendar days to be determined by the County, after receipt of County's comments.
- b. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, preliminary design project schedule, identification of relevant land acquisition and permitting issues, preliminary calculations and any other deliverables have been delivered to County.

3. Final Design Phase

- a. After acceptance by County of the Preliminary Design Phase documents, revised opinion of Probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any County-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from County, Engineer shall:
 - i. Prepare final 100% Construction Drawings and Specifications that have gone through the Engineer's quality assurance process. Drawings and Specifications are to indicate the scope, extent, and character of the Work to be performed and furnished by Contractor. All Drawings and Specifications shall be signed and sealed by a Professional Engineer registered in the State of Georgia; should any portion of the Project be subcontracted to an LSBE/MBE/WBE firm or outside entity not under Contract with the County, the "Prime" Engineer shall certify all work performed by the subcontracted firm(s) and shall sign and seal the Project cover sheet with each subcontracted firm.
 - ii. Provide technical criteria, written descriptions, and design data for County's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist County in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 - iii. Provide final design calculations for each design submittal and construction package of the project. Final calculations will be recorded neatly, kept in an orderly fashion for easy review and suitable for a permanent record of the design work. Significant assumptions, calculations and conclusions will be highlighted. All routine calculations and assumptions or other features that

have a significant effect on the construction time and costs will be provided. Calculations will include, but not be limited to: Civil, Architectural, Structural, Mechanical, HVAC, Plumbing, Instrumentation & Controls, and Electrical.

- iv. Provide an original bound copy and two (2) duplicate copies of design calculations within ten (10) calendar days of The County's request for such calculations, but in any case, no later than the submittal dates outlined in the Contract. Design calculations will be updated as appropriate for consistency with any subsequent design changes or modifications throughout the design phase.
- v. Advise County of any adjustments to the opinion of probable Construction Cost known to Engineer.
- vi. Perform or provide additional Final Design Phase tasks or deliverables as required, such as supplementing Preliminary Design Phase field work or analysis based on issues or data gaps arising during the Final Design Phase.
- vii. Prepare and furnish bidding documents for review by County, its legal counsel, and other advisors, and assist County in the preparation of other related documents. Within a number of calendar days to be determined by the County after receipt, County shall submit to Engineer any comments and instructions for revisions.
- viii. Perform a constructability review alongside the CD and CIP Program Manager. Review the contract documents to determine their adequacy and completeness for construction of the project. Review shall consist of plans and specifications and consider information found in reference documents, geotechnical reports, and required permits. Site inspection will be required. Identify risks including conflicts, errors and omissions that could impact cost, schedule or quality of the work. Provide written comments and participate in review meetings with the County and CIP Program Manager as directed.
- ix. Revise the bidding documents in accordance with comments and instructions from the County, as appropriate, and submit eight final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to County within a number of calendar days to be determined by the County after receipt of County's comments and instructions.

- b. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required have been delivered to County.

4. Bidding or Negotiating Phase

- a. After acceptance by County of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by County to proceed, Engineer shall:

- i. Assist County in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences.
 - ii. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - iii. Provide information or assistance needed by County in the course of any negotiations with prospective contractors.
 - iv. Consult with County as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 - v. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
 - vi. Attend the Bid Opening and assist County in evaluating the technical aspects of Bids or proposals and in assembling and awarding contracts for the Work.
 - vii. Perform or provide additional Bidding or Negotiating Phase tasks or deliverables as required.
- b. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

5. Contract Documents and Construction Administration Phase

- a. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from County, Engineer shall:
 - i. *General Administration of Construction Contract:* Consult with County and act as County's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of County's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of County in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - ii. *Selecting Independent Testing Laboratory:* Assist County in the selection of an independent testing laboratory to perform the services required.
 - iii. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

- iv. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- v. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- vi. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - 1. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep County informed of the progress of the Work.
 - 2. The purpose of Engineer's visits to at the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for County a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for

any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

- vii. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. In the event of a conflict of opinion between the Construction Manager and the Engineer as to any matter in which both the CM and Engineer are to provide opinions, the opinion of the Engineer shall control.
- viii. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- ix. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to County, as appropriate, and prepare change orders, cost estimates of the proposed change and work change directives as required.
- x. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- xi. *Requests for Information:* Review requests for information (RFIs) from the Contractor and provide response, as appropriate. Responses will be consistent with the intent of and reasonably inferable from the Contract Documents and may be solicited from the Design Engineer.

- xii. *Substitutes and “or-equal”*: Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor.
- xiii. *Inspections and Tests*: Require such special inspections or tests of Contractor’s work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- xiv. *Disagreements between County and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor’s Work; review each duly submitted Claim by County or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to County or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- xv. *Disagreements between Engineer and Construction Manager*: In the event of a conflict of opinion between the Construction Manager and the Engineer as to any matter in which both the CM and Engineer are to provide opinions, the opinion of the Engineer shall control.
- xvi. *Applications for Payment*: Based on Engineer’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation in consultation with the Construction Manager, if any:
 - 1. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer’s representation to County, based on such observations and review, that, to the best of Engineer’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and

the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

2. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to County free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between County and Contractor that might affect the amount that should be paid.
- xvii. *Contractor's Completion Documents:* Receive, review, and transmit to County maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- xviii. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with County and Contractor, visit the Project to determine if the Work is

substantially complete. If after considering any objections of County, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to County and Contractor.

- xix. *Additional Tasks:* Perform or provide additional Construction Phase tasks or deliverables as required.
- xx. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of Paragraph 5.a.xvi.2) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- xxi. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- xxii. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

6. Post-Construction, Start-up and System Performance Guarantee Phase

- a. Upon written authorization from County during the Post-Construction Phase Engineer shall:
 - i. Together with County, visit the Project to observe any apparent defects in the Work, assist County in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 - ii. Together with County or County's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

- iii. Perform or provide additional Post-Construction Phase tasks or deliverables as required.
- b. The Post-Construction Phase services may commence during the Construction Phase will terminate twelve months after the commencement of the Construction Contract's correction period.

7. Additional Services Requiring County's Written Authorization

- a. If authorized in writing by County pursuant to Section IV of the Contract for Professional Services to which this Scope of Work is attached, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 - i. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - ii. Services to make measured drawings of or to investigate existing conditions or facilities to generate studies or reports as referenced above, or to verify the accuracy of drawings or maps or other information furnished by County or others.
 - iii. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, County's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - iv. Services resulting from County's request to evaluate additional Study and Report Phase alternative solutions beyond those identified.
 - v. Services required as a result of County's providing incomplete or incorrect Project information to Engineer.
 - vi. Providing renderings or models for County's use.
 - vii. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting County in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and

audits or inventories required in connection with construction performed by County.

- viii. Furnishing services of Consultants for other than Basic Services.
- ix. Services during out-of-town travel required of Engineer other than for visits to the Site or County's office.
- x. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by County; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes not included in the services stated in the previous sections.
- xi. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by County for the Work or a portion thereof.
- xii. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- xiii. Providing construction surveys and staking to enable Contractor to perform its work other than as required to establish baselines and benchmarks for locating the work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- xiv. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
- xv. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- xvi. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor and furnishing such Record Drawings to County.
- xvii. Preparation of operation and maintenance manuals.
- xviii. Preparing to serve or serving as a consultant or witness for County in any litigation, arbitration, or other dispute resolution process related to the Project.
- xix. Providing more extensive services required to enable Engineer to issue notices or certifications requested by County.
- xx. Assistance in connection with the adjusting of Project equipment and systems.
- xxi. Assistance to County in training County's staff to operate and maintain Project equipment and systems.
- xxii. Assistance to County in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

- xxiii. Overtime work requiring higher than regular rates.
- xxiv. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

8. Additional Services Not Requiring County's Written Authorization

- a. Engineer shall advise County in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from County. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from County.
 - i. Services in connection with work change directives and change orders to reflect changes requested by County.
 - ii. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 - iii. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - iv. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 - v. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by County prior to Substantial Completion.
 - vi. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 - vii. Services during the Construction Phase rendered after the original date for completion of the Work referred to in Section ____ of the Contract for Professional Services to which this Scope of Work is attached.
 - viii. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 - ix. While at the Site, compliance by Engineer and its staff with those terms of County's or Contractor's safety program provided to Engineer subsequent

to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

9. Conflict with Opinion of Construction Manager

- a. In the event of a conflict of opinion between the Construction Manager and the Engineer as to any matter in which both the CM and Engineer are to provide opinions, the opinion of the Engineer shall control.

III. PROPOSAL FORMAT

Proposers are required to submit their proposals in the following format:

A. Cost Proposal

One (1) Original of the cost proposal must be submitted in a separate, sealed envelope with the Proposer's name, the RFP number, and title of the RFP clearly identified on the outside of the envelope.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL

1. Proposers are required to submit their costs in the Cost Proposal Forms, identified as Attachment A to this RFP. Provide a Professional Services Rate Form; state firm fixed hourly rates without any level of effort for each title, including all costs, direct and indirect, administrative costs, labor, overhead, profit and all things necessary for the successful execution of engineering services for the proposed upon projects, for the initial term of the contract and three renewal periods. The Cost Proposal shall identify any proposed annual adjustments to the billing rates. Other Direct Costs (ODCs) will be negotiated under each task for all packages upon award. No markup is allowed on any ODCs.
2. The cost proposal must be submitted in a separate, sealed envelope with the Proposer's name and "Cost Proposal for Request for Proposals **No. 16-500391** for **Engineering Services** on the outside of the envelope.
3. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
4. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.

5. Proposers are required to submit their costs on Attachment A, **Cost Proposal Form**. **Proposers shall not alter the cost proposal form.**
6. The respondent with the lowest total cost will receive the full points allocated for cost in this RFP. For respondents with second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by the full points allocated for cost in this RFP.

B. Technical Proposal

NOTE: DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION.

1. **Submittals**—The Technical Proposal shall include responses to all of the information requested in this RFP, except the information specifically required for the Cost Proposal. The Technical response submittal shall include **one (1) stamped original and seven(7) copies.**
2. **Format**—The Technical Proposal shall be prepared on standard 8-1/2” x 11” letter size paper, with material on both sides, using 12-point font size and inserted in a standard three-hole punch notebook. Page limits (1 page per side of paper) for the various sections of the proposal are identified herein. Ledger-sized (11” x 17”) paper is allowed for purposes of organizational charts, experience matrices, etc. and are not included within the page limits. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal is imperative. The County prefers a well-planned, straightforward business presentation with brief explanations.
3. **Contents** – The Technical Proposal shall be organized as follows, with a total page limit of 50 pages, excluding the Cost Proposal Rates:
 - Letter of Transmittal
 - Business Information
 - Executive Summary
 - Technical Approach
 - Experience and Qualifications of Proposer’s Team Members
 - Experience and Qualifications of Proposer’s Key Staff
 - Experience and Performance on Projects of Similar Scope and Size
 - Financial Summary
 - Appendices
 - Cost Proposal Rates

Letter of Transmittal – 2 pages

Letter transmitting the Proposal –information to include but not limited to identification of the team member firms and a designated point of contact, including name, address, telephone number, fax number, and email address of one (1) individual to whom all correspondence regarding the proposal will be directed.

Business Information -- 3 pages

Proposers shall include the following information at a minimum:

- Statement declaring the type of business relationship the Proposer will use (i.e. Single Prime Firm, Joint Venture, etc.)
- The legal form and ownership of business
- Headquarters and other office addresses, telephone and fax numbers
- Size of organization including the number of employees within the State of Georgia and the United States
- Names, titles and other reporting relationships of key employees within the State of Georgia and the United States
- Are you a DeKalb County Firm? Yes/No. If “yes” please state the address of your office(s)
- Provide a history of lawsuits against the Proposer and by the Proposer within the last ten (10) years. In particular, identify any lawsuit that involved the performance of services similar to the requested services and involving CIP management

Executive Summary -- 3 pages

Provide a well-organized summary of the significant points of the Proposal. This will offer the County evidence of the Proposer’s communication skills. Consider this a key component of the overall proposal. Include in this section a list prioritizing the proposed upon packages. This list should include both Engineering and Construction Management Packages proposed upon.

Technical Approach -- 9 pages

Proposer shall describe their approach to both performing all activities required by this RFP and to achieving the goals and objectives as included within all packages within this RFP and the attached documents. This section should include but not be limited to the following information:

- Delineation of roles assigned to team members and all sub-proposers
- Organization chart for the proposer team members and sub-proposers
- Summary of the resources necessary to accomplish the work
- Describe the approach to performing the work for the work identified in Section II of this RFP
- Other information as the Proposer deems worthy.

Experience and Qualifications of Proposer’s Team Members -- 6 pages

Describe the experience, capabilities and other qualifications of the Proposer's team members, including but not limited to the following information:

- Describe the experience of the Proposer firm (Prime or Joint Venture) have performed in the past ten (10) years, relative to the work described within this RFP for the CIP program.
- Submit an experience matrix for the Proposer's team – describe the work the team members (by firm) have performed in the past ten (10) years, excluding DeKalb County projects (per Section II: Statement of Work of RFP).

Experience and Qualifications Proposer's Key Staff -- 6 pages

Identify and provide qualifications and experience information for all key staff that the Proposer deems important for all projects (projects and scope identified per Section II: Statement of Work of RFP). A copy of all professional licenses for the State of Georgia (i.e. Professional Engineer, Registered Land Surveyor, Architect, etc.) for all identified Key Staff members is required to be submitted with this Proposal.

Provide an experience matrix that summarizes the involvement of the identified key staff on projects listed in the Team's experience matrix (see above).

Experience and Performance on Projects of a Similar Nature -- 9 pages

Provide the Proposer's experience and performance on similar projects including client references for at least three (but no more than five) projects that the Proposer believes to be relevant.

Provide name of the project, the owner, the location(s), and owner's reference including name, involvement, position, address email, and telephone number. Please be sure the contact information is accurate, even if the references are no longer with the organization for which the prior projects were done.

Provide description of the project and the work/roles performed by the proposer's team members.

Provide major project milestones and summary of schedule versus actual completion dates, with explanation for any significant schedule deviation.

Provide summary of planned costs versus actual costs at completion, with explanation for any significant cost deviations. Please be sure your reference can verify this information.

Financial Summary-- 3 pages

Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the statement of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation.

Provide the following financial information to show the solvency of your organization:

- Statement of financial position
- Statement of earnings for the past three (3) years
- Statement of cash flow for the past three (3) years

Appendices -- 9 pages

The Proposer may include information of the following nature in appendices:

- Information that is not specifically requested by this RFP, but which the Proposer deems important to their proposal.
- Potential scope tasks that are not requested by this RFP, but which the Proposer believes may be critical or potentially enhance the successful completion of the work. Should such information be provided, the Proposer shall provide a level of effort as describe herein for other tasks – but these shall remain within the appendices.
- Use of appendices should be carefully considered.

C. Local Small Business Enterprise Ordinance

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). See Attachment G of this RFP. The County's *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) are included in the Request for Proposal (RFP), along with sample report forms (Exhibit C). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.

For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact the Contract Compliance Division at pcadmin-ops@dekalbcountyga.gov or 404.371.6312.

In order for a Proposal to be considered, it is **mandatory** that the *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) be completed and submitted with responder's proposal.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County,

Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment F, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the **Responder Affidavit**, Attachment I, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria will be used as the basis for the evaluation of proposals:

• Executive Summary	5 Points
• Technical Approach	25 Points
• Experience and Qualifications of Team Members	20 Points
• Experience and Qualifications of Key Staff	10 Points
• Experience and Performance on Similar Programs	10 Points
• Financial Summary	10 Points
• Cost Proposal	20 Points
• Oral Interviews (if granted)	20 Points
• Local Small Business Enterprise Participation	5 Points LSBE/MSA 10 Points LSBE/DeKalb

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment F), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal RFP No.16-500391 stamped "Original", Seven (7) copies each stamped "Copy" and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) Also include two (2)

electronic versions on USB drives or compact discs containing an identical copy of the Technical Proposal and one (1) original Cost Proposal.

Submit to the following address no later than **3:00 p.m. on April 21, 2016.**

DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 16-500391 for Engineering Services on the outside of the envelope(s) or box(es).

C. Pre-Proposal Conference

A Pre-Proposal Conference will be held at 10:00a.m. on the April 7, 2016 at the Clark Harrison Building, Conference Room A, 330 W Ponce de Leon Avenue Decatur, Georgia 30030. Interested Proposers are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Linda Walton at 404-371-7021 or lwalton@dekalbcountyga.gov

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative. Questions must be submitted in writing to Linda Walton, via email to lwalton@dekalbcountyga.gov, no later than **4:00 p.m. on April 14, 2016**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Linda Walton at 404-371-7021 or send an email to lwalton@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website at http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_current_bids.html

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement Attachment J and New Employee Tracking Form Attachment K and submit with the responder's proposal. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

K. Insurance Requirements

Prior to commencing work, Consultant shall at, its sole expense, procure and maintain insurance of the types and in the amounts described in the Sample County Contract, Attachment H.

L. Business License

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

M. Right to Audit

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

N. New Ethics Policy

Responders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules. See Attachment L.

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and may determine an interview list of the firms whose proposals are highest rated based on qualifications and information provided in Section III, Proposal Format, and Section IV, Evaluation Criteria.

Interview listed firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation

committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,

Linda Walton
Procurement Agent
Department of Purchasing and Contracting

Attachment A: Cost Proposal
Attachment B: Proposal Cover Sheet
Attachment C: Engineering Projects Line Item Descriptions
Attachment D: Sue Scope of Services
Attachment E: Contractor Reference and Release Form
Attachment F: Subcontractor Reference and Release Form
Attachment G: LSBE/MBE/WBE Opportunity Tracking Form
Attachment H: Sample County Contract
Attachment I: Responder Affidavit
Attachment J: First Source Jobs Ordinance Acknowledgement
Attachment K: New Employee Tracking Form
Attachment L: New Ethics Policy

ATTACHMENT A

COST PROPOSAL FORM

(consisting of 3 pages)

RFP NO. 16-500391 FOR ENGINEERING SERVICES

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 16-500391 Engineering Services" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that the Request for Proposal has been carefully examined and fully understands the Contract, Scope of Work, and other attached documents; and hereby agrees that if proposal is accepted, will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

PROFESSIONAL SERVICES RATES FORM

Responder: State firm fixed hourly rates for each Title, including all costs, direct and indirect, administrative costs, and all things necessary for engineering services as specified in the Statement of Work of RFP No. 16-500391.

Labor Class	Proposer Equivalent Labor Class	2016 - 2018 Hourly Rate	2019 Hourly Rate	2020 Hourly Rate	2021 Hourly Rate
Principal Engineer	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Project Manager (GA P.E.)	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Senior Engineer	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Project Engineer	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Staff Engineer	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Engineering Technician	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Principal Architect	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Senior Architect	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Architect	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Draftsman	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

Labor Class	Proposer Equivalent Labor Class	2016 - 2018 Hourly Rate	2019 Hourly Rate	2020 Hourly Rate	2021 Hourly Rate
Georgia Registered Land Surveyor					
Instrument Man/Party Chief					
Flagman (as required)					
2-Person Survey Crew					
3-Person Survey Crew					
Level A SUE Consultant					
Level B SUE Consultant					
Level C SUE Consultant					
Level D SUE Consultant					
Administrative Assistant					
Other:					
Other:					

ATTACHMENT B

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 16-500391 for Engineering Services described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on April 21, 2016 until <u>3:00 p.m. (EST)</u>.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT C

ENGINEERING PROJECTS LINE ITEM DESCRIPTIONS

- **CIP #6 – Water Tank Painting**

Background

- **Whites Mill Ground Storage Tank No. 1:** This 5 million-gallon capacity tank is located at 2346 Jenay Ct. The steel tank will require interior and exterior repairs and repainting to preserve their service life. The concrete tank foundation systems will also require improvements.
- **Whites Mill Ground Storage Tank No. 2:** This 5 million-gallon capacity tank is located at Whites Mill Road. The steel tank will require interior and exterior repairs and repainting to preserve their service life. The concrete tank foundation systems will also require improvements.
- **Columbia Concrete and Steel Ground Tanks:** The 4 million-gallon capacity steel tank and 3 million-gallon concrete tank are located at 1770 Columbia Drive, Decatur. Both concrete and steel tanks will require interior and exterior repairs and repainting to preserve their service life.

Project Description

- Perform interior and exterior repairs and repainting of existing water tank infrastructure to preserve their useful lives in the water distribution system.

- **CIP #12 – Water Reuse Projects Planning and Design**

Background

- DeKalb County will: 1) return treated effluent, generated in the South River Basin and beyond current permitted discharge of 56 MGD, back to the Chattahoochee River, 2) develop a second water supply source in the Ocmulgee Basin, or, 3) develop water reuse that will limit discharges to 56 MGD.
- A Water Reuse Feasibility Study has been undertaken to develop an understanding of the feasibility of implementing water reuse within the County and to evaluate alternatives that will:
 - Provide alternative sources of drinking water
 - Reduce interbasin transfer as demand increases
 - Increase available water resources within the County;
 - Provide redundant water supply source for the County, and
 - Promote sustainable water resources management for future generations

Project Description

- Evaluate the current reuse option in the previous Water Reuse Feasibility Study, and develop a water reuse master plan and water reuse design projects.

- **CIP #18 – Water System Security Design and Implementation**

Background

- Based on work performed from CIP Line 17 (The DeKalb County water distribution system requires a new program to prevent threats from terrorists or accidental contamination. This work will be completed in conjunction with CIP Line 18), DeKalb County requires design and implementation of new security measures to protect the existing water distribution system, and prevent threats from terrorists or accidental contamination.

Project Description

- Design and implement new security measures to protect the DeKalb County water distribution system, and prevent threats from terrorists or accidental contamination.

- **CIP #24 – Replace Scott Blvd. Water Main**

Background

- The Scott Blvd. Water Main Replacement Project is subdivided into four (4) separate projects and phases. Phase I will be located between Scott Blvd., Highway 78 and DeKalb Industrial Way. Phase II will be located between DeKalb Industrial Way and East Ponce de Leon Avenue. Phase III will be located between East Ponce de Leon Avenue at Maple Street, to South Columbia Drive at Carter Road. Phase IV will be performed in the vicinity of North Druid Hills Road near the North DeKalb Mall.
- The existing, 30-inch, Scott Blvd. Water Main pipeline system was installed in 1968. However, there have been numerous repairs and frequent maintenance resulting from corrosion and increased structural stress. After conducting a condition assessment, the existing water main pipeline system will need to undergo complete replacement.
- The existing 30-inch steel water main will be replaced with a new 30-inch ductile iron water main pipeline system.

Project Description

- Replace the existing 30-inch Scott Blvd. Water Main pipeline system in four (4) phases, from North Druid Hills Road (near the North DeKalb Mall) to South Columbia Drive, located in the city of Decatur.

- **CIP #33 – WW System Security Design and Installation**

Background

- The existing wastewater collection and conveyance system in DeKalb County requires additional security measures to prevent terrorist attacks and accidental contamination from occurring.
- This work will be completed in conjunction with CIP Lines 17 (The DeKalb County water distribution system requires a new program to prevent threats from terrorists or accidental contamination. This work will be completed in conjunction with CIP Line 18) and 18 above.

Project Description

- Design and install additional security measures in the DeKalb County wastewater collection and conveyance system to prevent terrorist attacks and accidental contamination from occurring.

● **CIP #36 – W/S Relocation Adjust for Roadway Projects**

Background

- DeKalb County, in partnership with the Georgia Department of Transportation (GDOT), continuously plans and implements roadway projects to improve traffic conditions for DeKalb County's residential and business communities. The planning of over 100 projects over a four-year period, includes existing water and sewer infrastructure modifications/relocations within the proposed roadway improvements.

Project Description

- Perform existing water and sewer utility relocation projects between 2013 and 2018, in cooperation with DeKalb County and the GDOT.

● **CIP #37 – Pipe Bursting and Pipe Relocation Services**

Background

- The DeKalb County Wastewater Collection System continues to age. A degrading and aging sewer pipeline system allows inflow and infiltration (I/I) during periods of wet weather and under high groundwater conditions, and results in piping surcharge, overflows and sewer spills.

Project Description

- Perform pipe bursting construction work to satisfy the Consent Decree and comply with other regulatory requirements.

● **CIP #38 – Manhole Rehabilitation**

Background

- Manhole rehabilitation is required to correct manhole defects that allow inflow/infiltration (I/I), sanitary sewer overflows (SSO) and spills. The ultimate goal

of the manhole rehabilitation is to be in compliance with current federal and state regulatory requirements.

Project Description

- Perform manhole rehabilitation construction work to satisfy the Consent Decree and comply with other regulatory requirements.

- **CIP #41 – Service Lateral Maintenance and Rehab**

Background

- Service laterals connect building wastewater drainage systems (plumbing) to the county-owned sewer main. The sewer main may begin immediately outside the building or some distance away from the building. Service lateral rehabilitation is required to correct existing defects within the county-owned service laterals.

Project Description

- Evaluate and rehabilitate existing DeKalb County sewer service laterals to correct existing defects.

- **CIP #44 – Relining**

Background

- The existing wastewater collection system is aging and continuous assessment and rehabilitation is needed to reduce I/I and eliminate sanitary sewer overflows. Sewer relining is used to rehabilitate and extend the life of the sewer collection and conveyance system.

Project Description

- Identify defects and perform sewer relining to extend the useful life of the existing sewer collection and conveyance system, and mitigate sanitary sewer overflows (SSOs) in accordance with the Consent Decree.

- **CIP #47 – Lift Station Upgrade/Rehab.**

Background

- The original wastewater collection system and lift stations in DeKalb County are over 60 years old in some areas. Some existing lift stations need to be upgraded to maintain adequate levels of service and prolong their service life.

Project Description

- Evaluate and complete rehabilitative construction of the existing DeKalb County wastewater lift station facilities.

- **CIP #54 – Pole Bridge Wastewater Treatment Plant Expansion and Upgrade**

Background

- The Pole Bridge Wastewater Treatment Plant is located at 4664 Flat Bridge Road, Lithonia, Georgia. The original plant was constructed in 1973 with an original capacity of 3 MGD. The plant underwent major expansion in the early 1990's. The plant has an EPD-permitted capacity of 20 MGD.
- The Pole Bridge Wastewater Treatment Plant facility will not be expanded. However, the following rehabilitative construction work will be performed at the existing plant facility: laboratory expansion, electrical substation improvements, plant facility upgrade, aeration process treatment upgrade, influent pump station upgrade and biosolids handling improvements.

Project Description

- Perform the following design services for the expansion and upgrade of the existing Pole Bridge Creek Wastewater Treatment Plant facility: Instrumentation Replacement Design, SCADA Improvements, New Laboratory, Upgrade Disinfection System, Influent Lift Station Repair, Bar Screen Controls, Aeration Basin Aerator Gear Box, Clarifier Maintenance, Clarifier Weir Repair, Tertiary Filter Repair, LAS, Building Roof Repair, and Resurface Road.

• CIP #69 – Water Interconnections

Background

- The Metropolitan North Georgia Water Planning District Water Supply and Conservation Management Plan requires its member counties to study, identify and implement interconnections of their water systems to allow water sharing during times of emergency. In its efforts to avoid interruptions to its water supply system, DeKalb County has embarked on an effort to identify, design and implement strategic water interconnection points with neighboring jurisdictions.

Project Descriptions

- Evaluate, identify, design and implement strategic water interconnection points with neighboring jurisdictions, in an attempt to comply with the current Metropolitan North Georgia Water Planning District Water Supply and Conservation Management Plan.

• CIP #73 – Septic Tank Elimination Program

Background

- DeKalb County has an estimated 23,000 existing septic tank systems. Malfunctioning and failing septic systems can cause various health and environmental concerns such as surfacing raw sewage, untreated wastewater discharged into surface waters and unpleasant odors. The DeKalb County Health Department deemed several areas within the County as critical areas that need to be connected to a public sewer

system. Currently, a sewer petition process is used to provide sewer service to applicants requesting to be connected to existing sanitary sewer systems.

- A Septic Tank Elimination Program (STEP) is required to provide funding and support for the elimination of failing septic tank systems in DeKalb County.

Project Description

- Implement a Septic Tank Elimination Program (STEP) to provide funding and support for the elimination of identified failing septic tank systems in DeKalb County.

ATTACHMENT D

SUE SCOPE OF SERVICES

1.1 General Description

The Contractor shall engage a SUE Consultant to perform the work under this Pay Item to Quality Level "A," Utility Locating. The SUE Consultant shall employ qualified, competent, and experienced personnel to provide the services set forth herein. Such services shall be commensurate with both the prevalent methodologies used by SUE Consultants practicing within subject area of work and with the magnitude and intricacy of the work under consideration. The SUE Consultant shall perform engineering services which will result in accurately identifying the quality of subsurface utility information needed for highway plans, and for acquiring and managing that level of information during the development of a highway project. These services should also conform to standards and guidelines as described in the ASCE Subsurface Utility Engineering publications. The final work shall be completed such that all utilities in the areas designated by the Engineer are graphically depicted in hard copy / plan sheet format. These services will be accomplished fully by the SUE Consultant so that it will be unnecessary for the Engineer to supplement any of them with its own personnel, except as noted hereinafter. The Engineer may, however, review the work from time to time to verify accuracy and evaluate the performance of the firm. The following items are not intended to be comprehensive or exclusive; they are merely set forth as a general outline of the work that is expected.

1.2 General Provisions for Overhead/Subsurface Utility Engineering (SUE)

For all work performed under this agreement, the SUE Consultant shall -

1. Not begin work until the County or Prime Consultant has issued a written Notice to Proceed (NTP) (via e-mail, mail or facsimile).
2. As soon as the project contract has been authorized, coordinate a SUE Kick-Off meeting with the Contractor, the SUE Consultant, the County Department Of Watershed Management, the Engineer, County Construction Manager (CM) and Inspector, the County CM and Inspector to develop a detailed work plan, receive project information gathered by the County, and finalize the delivery schedule.
3. Obtain all necessary permits from city, county, municipality, railroad or other entity to allow the SUE Consultant to work on existing streets, roads, and private property for the purpose of marking, measuring, and recording the location of existing underground utilities.

4. Coordinate with utility companies and the appropriate governmental jurisdictions in researching the location(s) of existing utilities. Secure all “as built” plans, plats, and other necessary data as supplied by the utility companies. While obtaining the information from the utility companies or governmental jurisdictions; the SUE Consultant shall ascertain the following information to include but not be limited to the age, the size, the material type, the general condition of the utility and the approximate cost to relocate.
5. Comply with any and all Utilities Protection Center (UPC) of Georgia and State Law requirements for notification prior to excavation.

Provide all traffic control to perform the work. All traffic control shall be performed in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and any subsequent amendments thereto.

The SUE Consultant shall notify the County Construction Manager (County CM) in writing a minimum of three (3) calendar days in advance of any traffic interruptions or lane closures prior to initiating any field surveys or test holes. If the work involves interstate traffic control, a written traffic control plan shall also be submitted a minimum of seven (7) calendar days in advance. At the discretion of the County CM, a written traffic control plan may be required for work other than interstate traffic control.

The SUE Consultant shall be responsible for furnishing, installing, maintaining, and removing necessary traffic signs, barricades, lights, signals, cones, pavement markings and other traffic control devices and shall include flagging and other means for guidance and protection of vehicular and pedestrian traffic through the Work Zone.

Due to the amount of traffic on certain highways, the SUE Consultant shall not perform work that impedes traffic between the hours of 6:00 a.m. and 9:00 a.m. and from 4:00 p.m. to 7:00 p.m. without the permission of the Area Engineer. In addition, the SUE Consultant shall not work on weekends, national holidays, state holidays, or the days preceding said holidays without the permission of the County CM.

6. Provide all necessary equipment and support personnel, including surveying capability, to secure the utility data.
7. Perform all survey work which will be the responsibility of the SUE Consultant and, unless otherwise indicated in this document, shall be performed to the accuracies and precision as described herein.
8. Provide all items specified \on the SUE Deliverables Checklist as provided by or as directed by the County CM.

9. Certify all completed services. Services shall be certified by an official of the SUE Consultant firm on the plans or as directed by the County CM. The SUE Consultant shall be responsible for the accuracy of all information presented to the County.
10. Provide complete cleanup of work site with regards to any work performed by the SUE Consultant, as directed by the County CM.
11. Close out permits as required.
12. Prior to Construction in these areas, transfer utility data onto Contractor's as-built red-line drawings, scan properly scaled drawings into a PDF format, and transmit via electronic mail to Engineer and County CM for review and establishment of a revised pipeline alignment. Utility information shall be clearly delineated as to its "Quality Level" via line codes/symbols and labeling as set forth in the GDOT's Electronic Utility File Guidelines and *Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data*, published by the ASCE, current edition.
13. THERE SHALL BE NO REQUIREMENTS TO SUPPLY DATA OR REPORTS IN A CADD FORMAT FOR THIS PROJECT. HOWEVER, THIS DOES NOT RELIEVE THE SUE CONSULTANT OF ITS ACCURACY REQUIREMENTS IN OTHER FORMS OF SUE DOCUMENTATION. WHERE REFERENCES IN THIS DOCUMENT OR REFERENCE DOCUMENTS APPEAR TO REQUIRE MORE RIGOROUS DELIVERABLES THAN THOSE DESCRIBED IN THE ABOVE ITEM, THE CONTRACTOR SHALL BRING THAT/THESE REQUIREMENTS TO THE ENGINEER'S ATTENTION.

ANY REQUIREMENTS DETAILED HEREIN WHICH GO BEYOND THAT INTENTION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

The ENGINEER shall –

1. Provide a Survey Control Pack, when available, for the purposes of tying the horizontal and vertical position of the designated utilities to the State Plane Coordinate System and the project limits, including side roads.
2. Provide topographic mapping files, when available, in AutoCad DWG format.
3. Provide the location of the GDOT's current Electronic Utility File Guidelines for the SUE Consultant's use in preparing files in a format compatible with the County's current CADD systems (AutoCad 2014) as the project requirements stipulate.
4. Provide the GDOT'S current SUE Deliverables Checklist with the appropriate items checked [as applicable].

1.3 Quality Assurance Program

1.3.1 Quality Reviews -

The SUE Consultant shall conduct quality reviews to make certain the organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract. Quality Reviews shall also be developed and performed to assure compliance with specific Quality Assurance provisions contained in this contract.

1.3.2 Quality Assurance (QA) Plan –

Within 30 days after the authorization of a Project Contract, the SUE Consultant shall furnish a Quality Assurance Plan to the Department of Watershed Management. The Quality Assurance Plan shall detail the procedures, evaluation, criteria, and instruction to the organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until the SUE Consultant's Quality Assurance Plan is approved by the Department of Watershed Management.

Significant changes to work requirements may require the SUE Consultant to revise the Quality Assurance Plan. It shall be the responsibility of the SUE Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

- a. Organization – A description is required of the SUE Consultant's Quality Control Organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
- b. Quality Reviews – The SUE Consultant's QA methods used to monitor and assure compliance of the organization with the contract requirements for services and products shall be detailed.
- c. Quality Records – The type of records which will be generated and maintained by the SUE Consultant during the execution of the QA program shall be outlined.
- d. Control of Subcontractors and Vendors – The methods used by the SUE Consultant to control the quality of the subcontractors and vendors shall be detailed.
- e. Quality Assurance Certification – A registered Professional of the SUE Consultant firm will be required to sign and seal a certification that will

accompany each submittal stating that the plans, reports have been prepared and checked in accordance with the specifications found in this Attachment.

1.3.3 Quality Records –

The SUE Consultant shall maintain adequate records of the quality assurance actions performed by the organization, (including subcontractors and vendors), in providing services and products under this Contract. These records shall be available to the County upon request, during the contract term. All records are subject to audit review. The QA program should have a second level of review; a “peer review”. The peer review can be conducted by several methods.

- a. The review could be accomplished internally by the SUE Consultant’s organization

OR-

- b. At no additional expense to the Department of Watershed Management, by the use of another Consultant firm.

1.4 Utility Records Research (Quality Level "D")

For the purpose of this agreement, utilities found via “records” or “records research” shall mean to indicate the presence and approximate horizontal location of existing utilities from information derived through existing records or oral recollections. This work shall also include an in-field visual site inspection to verify credibility of such records. Records research is typically applied when it is necessary for the designer to make broad decisions about route selection, purchasing right of way, or producing a higher level of data. This level of information is typically recommended to be requested during a project’s concept development. This work is considered Quality Level D.

For projects where Quality Level "D" information is deemed to be most appropriate, the following shall apply:

1. The SUE Consultant shall conduct utility records research to assist in identifying utility owners that may have facilities on or be impacted by the project. Sources of information may include but are not limited to (project and scope dependent):
 - Utility section of the state DOT or other public agency
 - One-call notification center
 - Public Service Commission or similar organization
 - County Clerk’s office
 - Land owner
 - Internet or computer database search

- Visual site inspection
 - Utility owners
2. The SUE Consultant shall collect applicable utility owner records. Applicable records may include but are not limited to:
 - Previous construction plans in area
 - Conduit maps
 - Direct-buried cable records
 - Distribution maps
 - Transmission maps
 - Service record cards
 - “As-builts” and Record Drawings
 - Field notes
 - County, City, Utility owner or other GIS databases
 - Circuit diagrams
 - Oral histories
 3. The SUE Consultant shall Review records for:
 - Indications of additional available records
 - Duplicate information and credibility of such duplicate information
 - Need for clarifications by utility owners
 4. The SUE Consultant shall develop utility composite drawings or equivalent; make professional judgments regarding validity and location of topographic features on records versus current topographic features (when available) and conflicting references of utilities. The SUE Consultant shall also indicate quality levels, utility type and/or ownership, date of depiction, accuracy of depicted appurtenances (Quality Level C versus Quality Level D), end points of any utility data, active/abandoned/out-of- service status, size, condition, number of jointly-buried cables, and encasement (including length of encasement if available).
 5. Quality Level "D" information shall be returned to the Engineer in a digital and reproducible certified plan sheet format (see 1.9 Data Management).

1.5 Utility Mapping (Quality Level "C")

For the purpose of this agreement, “map” or “mapping” means to indicate the presence and approximate horizontal location of underground utilities by surveying visible above- ground utility features, such as manholes, valve boxes, posts, etc., and by using professional

judgment, correlating this information with existing utility records (Quality Level D). This work is considered Quality Level C.

For projects where Quality Level "C" information is deemed to be most appropriate, the following shall apply:

1. The SUE Consultant shall determine and provide the horizontal location of accessible surface features of utility facilities.
2. The SUE Consultant shall show the approximate horizontal position of the utilities between the surface features.
3. The SUE Consultant shall determine and provide vertical locations of the flow lines of all pipes within accessible structures.
4. Mapping of existing Quality Level "C" information shall be returned to the Engineer in a digital and reproducible certified plan sheet format (see 1.9 Data Management).

1.6 Utility Designating (Quality Level “B”)

For the purpose of this agreement, “designate” means to indicate the presence and approximate horizontal location of underground utilities using geophysical prospecting techniques, including electromagnetic, magnetic, sonic, or other energy fields. The data obtained from these methods should be reproducible by surface geophysics at any point of their depiction. This work is considered quality level B.

The SUE Consultant shall –

1. Designate, record, and mark the approximate horizontal location of existing underground utilities. All survey work required including the reestablishment and retracing of the survey centerline or baseline, will be the responsibility of the SUE Consultant. Utility designating marks shall be surveyed to the same accuracies and precision as is required for the topographic data included in the project’s database. Utility designations shall be returned to the Engineer in digital and reproducible certified plan sheet format (see 1.9 Data Management).

1.7 Utility Designating (Quality Level “A”)

The SUE Consultant is required to locate utilities that have a high potential for conflicts with the proposed improvements. For the purpose of this agreement, “locate” means to obtain precise horizontal and vertical position of the utility line by excavating a test hole. The test holes shall be done using vacuum excavation or comparable nondestructive equipment in a manner as to cause no damage to the utility line. After excavating a test hole, the SUE

Consultant shall perform a field survey to determine the exact location and position of the utility line. This work is considered quality level A.

The SUE Consultant shall –

1. Develop a test hole Location Plan based upon the guidelines set forth in the document: *Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data*, published by the ASCE, current edition, and obtain utility company records as required.
2. Neatly cut and remove existing pavement with the cut area not to exceed 144 square inches. Excavate using a method enabling vertical and horizontal exploration through this cut.
3. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, such as vacuum excavation or hand digging.
4. Be responsible for any damage to the utility during excavation as required by state laws.
5. Backfill with approved material around utility structure.
6. Furnish, install, and color code a permanent above ground marker (i.e. P.K. nail, peg, steel pin, or hub) directly above the centerline of the structure and record the elevation of the marker.
7. Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill, or as required by the Engineer. If the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to equal or better than the condition before excavation.
8. Return utility locations to the Engineer in digital and reproducible certified plan sheet format (see 1.9 Data Management). At a minimum, the SUE Consultant shall provide the following test hole information to the Engineer:
 - Elevation of top and/or bottom of utility tied to datum of the furnished plan, or as approved by the Engineer, depths from existing surface may be used.
 - Elevation of existing grade over utility test hole, or as approved by the Engineer, depths referenced to existing surface may be used.
 - Horizontal location referenced to project coordinate datum, as approved by the Engineer, measurements tied to two permanent structures in proximity to the test hole. The SUE Consultant shall perform all required survey work.

- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility structure material compositions and condition.
- Identification of benchmarks used to determine elevations.
- Elevations/depths shall have an accuracy of +/- 0.1-ft and certified accurate to the benchmarks used to determine elevations.
- Horizontal data accurate to within +/- 0.5 ft.

9. Maintain the quality of the permanent pavement restoration for 1 year after installation.

1.8 Other Facilities

1.8.1 Aerial

1. Coordinate with utility companies and the appropriate governmental jurisdictions in researching the location(s) of existing aerial utilities. Secure all “as built” plans, plats, and other necessary data as supplied by the utility companies. While obtaining the information from the utility companies or governmental jurisdictions; the SUE Consultant shall ascertain the following information to include but not be limited to the age, pole size, pole height, pole number, the material type, the general condition of the utility and the approximate cost to relocate.
2. The SUE Consultant shall record the horizontal location of existing poles for aerial utility facilities. Horizontal surveying of existing poles for overhead utility facilities shall be surveyed to the same accuracies and precision as is required for the topographic data included in the project’s database.
3. The SUE Consultant shall determine the aerial utility owners and correctly show the horizontal position of the utilities between the poles, including major service drops (substations or industrial facilities).
4. Aerial utilities along with pole locations and appurtenances shall be returned to the Department in digital and reproducible certified plan sheet format as indicated by the Department’s Liaison Engineer (see 1.9 Data Management).

1.8.2 Flow Sanitary Sewer Mapping

For the purpose of this agreement, “Sanitary Sewer Mapping” means to indicate the presence and approximate horizontal and vertical location of underground utilities by surveying visible above-ground and accessible subsurface utility features, such as manholes, pipe inverts, etc. and by using professional judgment, correlating this information with existing utility records. This work is considered Quality Level C.

1. The SUE Consultant shall determine and provide the horizontal and vertical location of accessible surface features of gravity flow sanitary utility facilities.
2. The SUE Consultant shall determine and provide vertical locations of the flow lines of all pipes within accessible structures. When possible, the SUE Consultant shall determine the material of the pipes located in these structures. This data will be surveyed to the same accuracies and precision as is required for the topographic data included in the project's database.
3. The SUE Consultant shall show the approximate horizontal position of the utilities between the surface features.
4. Mapping of existing gravity flow sanitary sewers shall be returned to the Department in digital and reproducible certified plan sheet format (see 1.9 Data Management).

1.9 Data Management

Data management involves assembling and presenting information gathered in a format compatible with the County's current CADD systems (AutoCad 2014) for use by the County's staff or the County's designated SUE Consultant. This information will include but not be limited to designating, locating, aerial utilities, gravity flow sanitary utilities, or other facilities where horizontal location is determined.

AutoCad dwg files shall be developed in accordance with the County's Electronic Utility File Guidelines (unless otherwise indicated by the County's Engineer). Location of these guidelines can be obtained from the County's Engineer.

The SUE Consultant shall submit completed electronic files and reproducible certified plan sheets to the County Engineer for review and comments. The SUE Consultant will make changes or adjustments to the data as necessary. Work for subsurface utility engineering will not be considered complete until the SUE Consultant has responded to the comments from this review to the satisfaction of the County Engineer.

1.10 Utility Impact Analysis (UIA), Design Analysis and Recommendations

When requested, after the SUE Consultant has performed all necessary utility designating, locating, and data management services, the SUE Consultant shall determine to what extent the proposed roadway improvements will impact the existing utilities. The SUE Consultant shall prepare a report outlining avoidance alternates, required adjustments / relocations, and cost estimates to perform those relocations. In some instances, the SUE Consultant may be required to prepare utility relocation design plans for inclusion in the County's construction plans.

2.0 Relocation Design

When requested, the SUE Consultant shall prepare utility relocation design plans for inclusion in the County's construction plans. The SUE Consultant shall design the required utility relocations / adjustments for water and/or sanitary sewer within the designated project limits. This work shall be coordinated with the roadway design, utility owners, and other SUE Consultants / owners who are designing the relocations / adjustments for other utilities. Design deliverables will typically be:

- Reproducible Plans
- CADD files with existing, proposed, and temporary utilities
- Summary of Quantity sheets showing water and sewer quantities
- Special Provisions and construction details
- Utility relocation cost estimates

2.1 Training

The SUE Consultant shall participate in and conduct portions of training sessions for County utility personnel. The sessions will be at a location provided by the County. The topics of the training session will typically be:

- SUE invoicing and billing
- SUE data management
- SUE best uses and practices
- SUE equipment demonstrations

When requested by the County, the SUE Consultant shall conduct training on water and sanitary sewer construction inspection for Department construction personnel.

2.2 Certification

For the purpose of this agreement, "Certification" or "certified" means to professionally seal the completed work product. All completed services shall be certified by a responsible registered professional in the State of Georgia, in the full employ of the SUE Consultant firm on the plans or as directed by the County. The SUE Consultant shall be responsible for the accuracy of all information presented to the County.

2.3 Measurement

Measurement will be made for each pre-approved test hole, measured as 144 square inches each, fully executed and restored. Written pre-approval by Engineer is required.

2.4 Payment

Payment shall be made at the Contract Unit Price bid per each test hole executed as per this section. Payment is full compensation for all materials, labor, equipment, reports, research,

temporary traffic control, permits, water, disposal of debris or unsuitable materials or liquids, cleanup, full restoration, and all other work incidental to the execution of the work.

ATTACHMENT E
CONSULTANT REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation. **DO NOT INCLUDE DEKALB COUNTY PROJECTS**

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

DeKalb County is authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
 (Authorized Signature of Consultant)

Company Name _____ Date _____

ATTACHMENT F

SUB-CONSULTANT/ SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation. **DO NOT INCLUDE DEKALB COUNTY PROJECTS**

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

DeKalb County is authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Sub-Consultant/Subcontractor)

Company Name _____ Date _____

ATTACHMENT G

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as Exhibit "A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with Exhibit "A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Contracting Department, DeKalb County

Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to complete and submit the notarized Schedule of LSBE Participation will result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as Exhibit C.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

“EXHIBIT A”

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE, MBE AND WBE participation below:

PRIME PROPOSER _____ SOLICITATION NUMBER: RFP No. 16-500391

TITLE OF UNIT OF WORK – Engineering Services

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____LSBE-DeKalb ____LSBE-MSA ____MBE ____WBE.
2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE, MBE or WBE joint venture firm.

4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in this contract, if awarded. No changes can be made in the sub-consultants/subcontractors listed below without the prior written approval of the County. Copy the following page and list additional subcontractors, if necessary. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as Exhibit “B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
5.			Efforts were made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
6.			Efforts were made to assist potential LSBE

			subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
7.			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.			Explored Joint venture opportunities.
10.			Other Actions (specify):

Please explain all “no” answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, Contract Compliance Division at 404.371.6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department, Contract Compliance Division is available on our website at <http://dekalblsbe.info/wordpress1/>

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE
SCHEDULE OF PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

Proposer Statement of Compliance

Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Proposer and any sub-consultants/subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Consultants and their sub-consultants/subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Consultant agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Consultant shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Consultant will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Consultant agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

- (2) Consultant shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Proposer knowing them to be false, or if there is a failure of the successful Proposer (i.e., Consultant) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Consultant will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this___ day of_____, 20__.

Notary Public

My Commission

Expires:_____

“EXHIBIT B”
LETTER OF INTENT TO PERFORM AS A SUB-CONSULTANT/SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.
3. Executed contracts between the Prime and LSBEs must be submitted with the bid documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

To: _____
(Name of Prime Consultant Firm)

From: _____ ☐ **LSBE –DeKalb** ☐ **LSBE –MSA** ☐ **MBE** ☐ **WBE**
(Name of Sub-Consultant/Subcontractor Firm) (Check all that apply)

RFP Number: 16-500391

Project Name: Engineering Services

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided; and provide a project work schedule).

Do not include any dollar amounts on this form.

Description of Materials or Services	Project Commence Date	% of Contract Award

Prime Consultant

Sub-Consultant/Sub-Contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



PRIME CONTRACTOR LSBE UTILIZATION REPORT
Please complete a separate form for each contract.

This report **must** be submitted with each request for payment, and not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application) to the Contract Compliance Division. Failure to comply **may** result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR		Contract Award Amount	Complete to Date
Name:			
Address:			
Telephone #:		Fax #:	Email

REPORTING PERIOD: (From - To)	
PROJECT NAME:	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$
 AMOUNT OF REQUESTION THIS PERIOD: \$
 TOTAL AMOUNT REQUESTIONED TO DATE: \$
SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: _____ Date: _____
 (Signature) (Printed Name)

Return Completed Form to:
 Contract Compliance Division, DeKalb County Purchasing and Contracting
 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
 404-371-4795(phone) 404-371-2511 (fax)



LSBE SUB-CONTRACTOR REPORT

Please complete a separate form for each contract.

This report **must** be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of any checks/payments to the Contract Compliance Division. Failure to comply **may** result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB – CONTRACTOR		Sub-Contract Award Amount	% Completed to Date
Name:			
Address:			
Telephone #:		Fax#	Email

PRIME CONTRACTOR:	
CONTRACT NUMBER:	
ITB/RFP NUMBER:	
PROJECT LOCATION:	

ANY CHANGE IN AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$

Date of Work	Description of Work	Current Amount Invoiced	Amount Paid To Date	Outstanding Payments/Past Due Amount
TOTALS				

Return Completed Form to:
Contract Compliance Division, DeKalb County Purchasing and Contracting
1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
404-371-4795(phone) 404-371-2511 (fax)

ATTACHMENT H

SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ____ day of ____, 20__, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a _____ organized and existing under the laws of the State of _____, with offices in _____ County, _____ (hereinafter referred to as “Consultant”), shall constitute the terms and conditions under which the Consultant shall provide _____ in DeKalb County, Georgia..

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Consultant hereby agree as follows:

ARTICLE I. CONTRACT TIME

The Consultant shall commence the Work under this Agreement within ten (10) days from the date reflected on the Notice to Proceed. Consultant shall fully complete the Work within three (3) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Consultant in accordance with the terms of this Contract.

ARTICLE II. CONTRACT TERM

This Contract shall commence immediately upon the Execution Date reflected hereon. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20__, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the

Consultant, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Consultant or the Contract Term, as adopted and approved by the Consultant and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Consultant in accordance with the terms of this Contract. Amounts paid to the Consultant shall comply with and not exceed Attachment A, the Consultant’s Cost Proposal, consisting of three (3) page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

In the calendar year of execution and for each renewal term, the total obligation for each term is the following if otherwise earned pursuant to the terms and conditions of the Agreement:

Initial Term -	\$ _____
First Renewal Term –	\$ _____
Second Renewal Term –	\$ _____
Third Renewal Term –	\$ _____
Fourth Renewal Term -	\$ _____

The County and Consultant recognize that dependent on the Work assigned, completed, and approved by the County in the calendar year of execution or any renewal term, more or less money than the applicable total obligation may be paid by the County to the Consultant; however, in no event shall the total amount paid by the County to the Consultant ever exceed the Contract Price.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

DeKalb County, Georgia
Accounting Services
Annex Building
1300 Commerce Drive
Decatur, Georgia 30030

B. A copy of the invoice(s) must be submitted to:

Department of Watershed Management
1641 Roadhaven Drive
Stone Mountain, Georgia 30083
Attn: Capital Improvement Program Director

C. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report to:

Contract Compliance Division
DeKalb County Purchasing & Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

ARTICLE IV. SCOPE OF WORK

A. The Consultant agrees to provide all _____ services in accordance with the County's Request for Proposals (RFP) No. 16-500391 for Engineering Services, attached hereto as Appendix _ and incorporated herein by reference, and the Consultant's response thereto, attached hereto as Appendix II and incorporated herein by reference. The County's General Requirements for construction are attached hereto as Appendix III and are incorporated herein by reference.

ARTICLE V. GENERAL CONDITIONS

B. **Accuracy of Work.** The Consultant shall be responsible for the accuracy of the Work and any error and/or omission made by the Consultant in any phase of the Work under this Agreement. All corrections of errors and/or omissions shall be made by the Consultant at no additional expense to the County.

C. **Additional Work.** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Consultant. The Consultant shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Consultant to a change in Contract Price, and/or Contract Term, in which event the Consultant shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Consultant shall not execute

such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

D. **Ownership of Documents.** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Consultant agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Consultant and without any payment of any monies to the Consultant therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Consultant shall have no liability where such documents are reused.

E. **Successors and Assigns.** The Consultant agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Consultant binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Consultant.

F. **Reviews and Acceptance.** Work performed by the Consultant shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Consultant of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement.** The Consultant understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Consultant, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Consultant at least thirty (30) days prior to the effective date of termination. If Consultant's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Consultant or its surety. In case of termination

of this Contract before completion of the Work, Consultant will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement.** Consultant shall exonerate, indemnify, and hold harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all liability, claims, losses, damages, costs and expense of any nature or kind, including attorneys' fees and all litigation-related expenses, sustained or incurred by County Indemnitees to the extent arising out of and attributable to the negligence or wrongful Services, or breach of this Agreement by Consultant, or negligent acts and omissions of Consultant, its subcontractors, employees, agents, and consultants. This duty to indemnify County shall extend to, but not be limited to, claims for bodily injury (including death), for damage to or loss of property, and for environmental damage and liabilities, incurred or sustained by County Indemnitees or any third person to the extent resulting from and attributable to any breach of contract, negligent or wrongful acts or omissions of Consultant, its employees, subcontractors, agents, and consultants. The Consultant expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties agree that Consultant shall be liable for all fines or civil penalties, which may be imposed by any local, federal or state department or regulatory agency that are a result of Consultant's performance of the Work under this Contract. Consultant shall pay the costs of contesting any such fines. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance.** Prior to commencing work, Consultant shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to

transact business in the state where the work or operations will be performed by Consultant. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Consultant. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Consultant, and others as required by contract, for liabilities in connection with work performed by or on behalf of Consultant, its agents, representatives, employees, subcontractors or sub-consultants.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Consultant is not required to provide such coverage under State law;
 - (b) Professional Liability Insurance on the Consultant's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$500,000.
 - (e) Umbrella or Excess Insurance is acceptable to meet the minimum limits whenever there is an insurer licensed to do business in Georgia which is providing at least the first \$100,000 of primary coverage.
 - (f) Fidelity Bond in the total amount of the Agreement.
2. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Consultant's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Consultant's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:

**DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

3. The Consultant shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
4. The Consultant agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
5. Consultant agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Sub-Consultant/Subcontractor to waive all rights of subrogation for all coverage.
6. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Consultant's obligation to maintain such coverage. Consultant understands and agrees that the purchase of insurance in no way limits the liability of the Consultant.
7. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
8. If the County shall so request, the Consultant will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Consultant shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

I. **Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In

interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

J. **Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

K. **Consultant and Sub-Consultant/Subcontractor Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Consultant, its Sub-Consultant(s)/Subcontractor(s) and sub-sub-consultant(s) sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Consultant certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment __. Consultant agrees that in the event it employs or contracts with any Sub-Consultant(s)/Subcontractor(s) in connection with this Contract, Consultant will secure from each Sub-Consultant/Subcontractor an affidavit that certifies the Sub-Consultant's/Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Sub-Consultant/Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment __. Each Sub-Consultant/Subcontractor agrees that in the event it employs or contracts with any sub-sub-consultant(s)/sub-subcontractor(s), each Sub-Consultant/Subcontractor will secure from each sub-sub-consultant/sub-subcontractor an affidavit that certifies the sub-sub-consultant's/sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-sub-consultant/sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment __.

L. **County Representative.** The County may designate a representative through whom the Consultant will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Consultant shall be made only upon itemized bill submitted to and approved by said representative.

M. **Consultant's Status.** The Consultant will supervise and direct the Work, including the Work of all Sub-Consultants/Subcontractors. Only persons skilled in the type of work which they are to

perform shall be employed. The Consultant shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Consultant shall be that of owner and independent contractor. Other than the consideration set forth herein, the Consultant, its officers, agents, servants, employees, and any Sub-Consultants/Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Consultant shall be by employees of Consultant or its Sub-Consultants/Subcontractors and subject to supervision by Consultant. No officer or employee of Consultant or any Sub-Consultants/Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Consultant, not the County.

N. **Georgia Open Records Act.** Consultant will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

O. **First Source Jobs Ordinance and Preferred Employees.** The Consultant is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Consultants, Contractors, sub-consultants/subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3400 or in person at 774 Jordan Lane, Building #4, Decatur, GA 30033.

P. **Business License.** Consultant shall submit a copy of its current, valid business license with this Contract. If the Consultant is a Georgia corporation, Consultant shall submit a valid county or city business license. If Consultant is a joint venture, Consultant shall submit valid business licenses for each member of the joint venture. If the Consultant is not a Georgia corporation, Consultant shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Consultant holds a professional license, then

Consultant shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Consultant shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement.** This Contract constitutes the sole contract between the County and the Consultant. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

R. **Attachments and Appendices.** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment __, Consultant's Cost Proposal; Appendix __, County's RFP; Appendix __, Consultant's Response; Attachment __, Consultant's Affidavit; Attachment __, Sub-Consultant's/Subcontractor's Affidavit(s); Attachment __, Sub-Sub-Consultant's/Sub-subcontractor's Affidavit(s); and Attachment __, Certificate of Corporate Authority/Organization or Joint Venture Certificate.

S. **Severability.** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Consultant or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Consultant to the County's Executive Assistant or by the County to the Consultant's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

To the County: Chief Executive Officer
Maloof Center
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Department of Watershed Management
1641 Roadhaven Drive
Stone Mountain, Georgia 30083
Attn: Capital Improvement Program Director

To the Contractor:

With a copy to:

U. **Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. **Controlling Provisions.** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Consultant's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

CONSULTANT'S COMPANY

DEKALB COUNTY, GEORGIA

By: _____(SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

Department Director

_____ **by Dir.**(SEAL)

LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

Consultant's Cost Proposal

SAMPLE

APPENDIX I

“Excerpts from the Consultant’s
Response to the County’s Request
for Proposals (RFP) No. 16-500391

APPENDIX II

Consultant Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Consultant will continue to use the federal work authorization program throughout the Contract Term and the undersigned Consultant will contract for the physical performance of services in satisfaction of such contract only with Sub-Consultants/Subcontractors who present an affidavit to the Consultant with the information required by O.C.G.A. §13-10-91. Consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Company

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

Sub-Consultant Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____(insert name of Consultant) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-consultants/sub-subcontractors who present an affidavit to the Sub-Consultant/Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Sub-Consultant/Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Consultant within five business days of receipt. If the undersigned Sub-Consultant/Subcontractor receives notice that a sub-sub-consultant/sub-subcontractor has received an affidavit from any other contracted sub-sub-consultant/sub-subcontractor, the undersigned Sub-Consultant/Subcontractor must forward, within five business days of receipt, a copy of the notice to the Consultant. Sub-Consultant/Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Company

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Sub-sub-consultant/Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of sub-consultant/subcontractor or sub-sub-consultant/sub-subcontractor with whom such sub-sub-consultant/sub-subcontractor has privity of contract) and _____ (name of Consultant) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-sub-consultant/sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-sub-consultant/sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Sub-Consultant/Subcontractor or sub-sub-consultant/sub-subcontractor with whom such sub-sub-consultant/sub-subcontractor has privity of contract). Additionally, the undersigned sub-sub-consultant/sub-subcontractor will forward notice of the receipt of any affidavit from a sub-sub-consultant/sub-subcontractor to _____ (name of Sub-Consultant/Subcontractor or sub-sub-consultant/sub-subcontractor with whom such sub-sub-consultant/sub-subcontractor has privity of contract). Sub-sub-consultant/Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Company

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

NOTARY PUBLIC

Subscribed and Sworn before me on this the _____ day of _____, 20__.

My Commission Expires: _____

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the "_____"), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)

ATTACHMENT I

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires:

ATTACHMENT J



DeKalb Workforce Development
Where Workforce Comes Together

First Source Jobs Ordinance Acknowledgement

Contract No. _____

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____

Please return this form to Workforce Development, fax (404) 687-4099 or email to dblake@dekalbcountyga.gov.

♦ (404) 687-3400 ♦ www.dekalbworkforce.org
DeKalb Workforce Development is a 501(c) 3 non - profit organization
An Equal Opportunity Employer/Program

ATTACHMENT K

NEW EMPLOYEE TRACKING FORM

Name of Proposer: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

Do you anticipate hiring from the Workforce Development Preferred Employee Candidate Registry: Yes or No (Circle which applies.)

If so, approximate number of employees you anticipate hiring: _____

Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring:

ATTACHMENT L

**EXECUTIVE ORDER NO.2014-4
NEW ETHICS POLICY**



Office of Interim Chief Executive Officer

DeKalb County, Georgia

Lee N. May

Interim CEO

**Executive Order No. 2014-4
New Ethics Policy**

WHEREAS, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

WHEREAS, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

WHEREAS, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

WHEREAS, reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

WHEREAS, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

NOW THEREFORE, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:

June 24, 2014

Section 1: Scope of this Order and Reminder of Existing Rules

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees").¹ CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

Section 2: New Ethical Rules for CEO Merit-Exempt Employees

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Code of DeKalb County shall apply. To the extent any rule below is stricter than Section 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. *Gifts.* A CEO merit-exempt employee may accept gifts² from an Interested Source³, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source

¹This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

²"Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.

per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. *Meals.* CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. *Travel.* CEO merit-exempt employees may accept "reasonable hosting expenses" from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County's contract or falls within the exception for gifts of travel to the County.
- c. *Tickets.* CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria.* CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. *Awards, other exceptions.* CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

Section 3: Chief Executive Officer

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

³ "Interested Source" means any person or entity who: (a) is seeking official action by the employee or the employee's department; (b) does business or seeks to do business with the county or the employee's department; (c) conducts activities regulated by the employee or the employee's department; (d) has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).

Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

Section 4: Training

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

Section 5: Contractors and CEO-sponsored events

1. *Contractors.* To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order allow a gift, meal, travel expense, ticket or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
2. *CEO-sponsored events.* No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship⁴ from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

Section 6: Support of the Ethics Board of DeKalb County

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and

⁴ A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.

- enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;
2. Meeting with and supporting the Ethics Board as necessary;
 3. Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
 4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
 5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
 6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
 7. Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
 8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
 9. Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
 10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

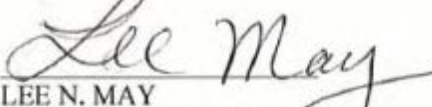
Section 7: Comprehensive and Updated Ethical Rules

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.

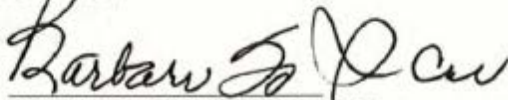
Section 8: Compliance and Effective Date

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication

SO ORDERED this 25th OF June, 2014.


LEE N. MAY
Interim Chief Executive Officer

ATTEST:



BARBARA H. SANDERS, CCC
Clerk to the Chief Executive Officer
and Board of Commissioners

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.